

7-00-00

AGREEMENT

EVESHAM TOWNSHIP FIRE DISTRICT NO. 1

AND

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION

I.A.F.F.

LOCAL 3091

AFL-CIO-CLC

DATED

March 1, 2000 – December 31, 2004

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PREAMBLE

THIS AGREEMENT, entered into this the Seventeenth day of May 2002, by and between the Board of Fire Commissioners of Evesham Township Fire District No. 1 in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey, hereinafter called the "**Board**" and the Burlington County Professional Firefighters Association, I.A.F.F. Local 3091, hereinafter called the "**Association**" represents the complete and final understanding on all issues between the Board and the Association that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

ARTICLE I

Article 1: Recognition

- (A) The Board hereby recognizes the "Evesham Employees that are Members of I.A.F.F. Local 3091, Burlington County Professional Firefighters Association" as the exclusive collective bargaining agent for all members being full-time career employees within the Fire Department.
- (B) Full-time career employees within the Fire Department include all members of the department below the rank of Lieutenant who are full-time Fire Department personnel, excepting clerical personnel assigned to the Fire Department.

ARTICLE II

Article II: Maintenance of Operation

- (A) It shall be the mutual objective of the Association and the Board to provide for uninterrupted quality fire and emergency medical services for the general public. The Association agreed that during the term of this agreement, neither the Association, nor anyone acting on its behalf, would cause, authorize, support, or take part in any strike, work stoppage, slowdown, walkout, or other job action against the Board. The Association agrees that such action would constitute a material breach of this agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Association will actively discourage any strike, work stoppage, slowdown, walkout or other action that may adversely impact upon the mutual objective as expressed above.

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ARTICLE III

Article III: Management Rights

- (A) The Board hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
- (1) To manage and control administratively the Evesham Fire District No.1 and its properties and facilities and the activities of it's employees; and
 - (2) To hire all employees and, subject to the provisions of Law, to determine their qualifications and condition for continued employment of assignment and to promote and transfer employees; and
 - (3) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- (B) The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance there of, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE IV

Article IV: Hours, Overtime and Per Diem

- (A) The hours of work for employees engaged in fire protection may not exceed two hundred twelve (212) hours in a twenty-eight day duty schedule. The daily work period may be varied to meet the needs of the various job assignments within the department. It is agreed that there will be a total of at least one hour per day provided for meal and break purposes with a forty-five (45) minute meal period and one fifteen (15) minute break period. The fifteen (15) minute break period shall not be used to delay the start of the workday or shorten the end of the workday. The Chief of the Department will arrange to schedule such meal and break times. The Board shall provide at least forty-eight (48) hours notice to employees affected by a schedule change, except in case of emergency conditions. It is the intent of this section that the regular schedule be 160-176 hours, depending on the assigned shift of 40, 42 or 44 hours, during each twenty-eight (28) day period. A schedule will be posted for a three-month period (three 28-day cycles). At the completion of the first 28-day

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period a new three-month schedule containing assignments and scheduled days off will be posted with the start date beginning at the completion of the original month. This does not, however, limit management's right to change station assignments.

- (B) It shall be the policy of the Evesham Fire Department to utilize both compensatory time off as well as overtime payments when it is necessary for personnel to work before or beyond their normal hours of duty. Scheduling will be done on a twenty-eight (28) day cycle while payroll will continue to be processed on a weekly basis. Additional work will be offered to the on-duty shift, on a rotating seniority basis wherever practical, even if said employee is not the next name on the overtime list. When the overtime requires unique skills, only those employees with those skills will be offered the opportunity with appropriate notice to the shop steward or his designee. It is the intent of this policy to afford a reasonably even opportunity to participate in overtime to all employees, however off duty personnel will only be utilized when the on-duty personnel request to be relieved. All excess time will be compensated at one and one-half the normal rate (i.e. two hours of overtime equals three hours of compensatory time or payment). Overtime rates will be calculated by dividing the annual salary by 2,080. Overtime will be on a rotating seniority basis with the next available employee on the list being offered overtime. Once the employee is offered overtime, even if he denies it, the employee maintains his current position on the list. This rotation is effective for all divisions and bureaus within the Evesham Fire Department.

All time worked prior to or after an employee's shift shall be paid at 1.5 times the hourly rate.

- (C) Shift differential will be paid at the following rate: Seven percent (7%) for hours worked from 1800 hrs to 0700 hrs. Monday thru Friday and for any time worked on the weekend.
- (D) In the event that this policy is utilized it shall be in managements sole discretion whether to provide compensatory or payments if the instance is less than one hour. In those instances that are one hour or more, the employee will have the option as to which payment will be exercised. Time is accumulated over a workweek.
- (E) All compensatory time off will be scheduled within 90 days provided, however, that compensatory time that cannot be utilized due to scheduling or duty requirements may be carried forward and scheduled after the 90 day period subject to managerial approval.
- (F) Based upon presentation of appropriate vouchers and receipts, the Board agrees to pay the following for authorized schools, conferences or seminars for which facilities are not provided.

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(1) The Board will pay a maximum per diem rate for meals as follows:

	2000	2001	2002	2003	2004
Breakfast	\$8.00 per day	\$8.50	\$9.00	\$9.50	\$10.00
Lunch	\$9.00 per day	\$9.50	\$10.00	\$10.50	\$11.00
Dinner	\$19.00 per day	\$19.50	\$20.00	\$20.50	\$21.00

- (G) The Bureau of Fire Prevention may find it necessary to operate on a different daily schedule (this may affect Section C of this article). Any employee assigned to Fire Prevention for a period less than three months will stay on the current fire suppression schedule.
- (H) It is mutually agreed that it may be advantageous to the association and the department to have members respond when not on duty. Such members are not required to respond except when recalled to duty. These voluntary responses will be treated as casual events for which compensatory time may be treated as paid overtime at 1.5 times the hours of the response. Calculation of time will be the same as Section D of this article.

ARTICLE V

Article V: Vacations

- (A) In so much as the Evesham Fire Department has seen fit to meet the emergency response needs for the community with differing shift schedules, it is necessary to define Vacation, Personal and Holidays in hours to fit the shifts. All Vacation, Personal, Holiday and Sick Days will be re-defined in hours in order to balance the benefits regardless of which shift you are currently assigned. When shift personnel working the eight-hour day, a day off will consume eight hours of accrued time, all other shifts will consume ten hours. When an employee is entitled to more than two weeks vacation time, the additional vacation time may be taken on a day-by-day basis up to one week's time subject to management's approval.
- (B) Vacation lists will be circulated prior to November 1 for the next year's vacations. The vacation schedules shall be prepared by order of seniority until all employees have chosen their first one or two weeks of vacation, however, an employee will forfeit his/her turn to select and pass a vacation schedule on to the next employee if he/she fails to select within 72 hours. Final initial vacation schedules shall be posted when employee's responses are received. Once all initial vacations are selected the schedule will be returned to those employees entitled to additional vacation to pick their remaining vacation in order of seniority. Vacation changes will be permitted with at least one-week notification but in no case will seniority be used to displace an existing predetermined vacation. It is the intent of this policy that vacations be used wherever possible in lengths of at least a week with individual days reserved for those occasions when up to or less than a week of unearned vacation remains. The

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Department Head shall have the authority to adjust such schedules so as to maintain an effective working force at all times. All vacation shall be taken in full days only, except if remaining credit is less than a full day. The vacation year is coincident with the calendar year.

- (C) Vacation will be earned as follows:
- | | |
|-------------|-------------------|
| 0-5 years | 120 Hours Maximum |
| 6-10 years | 144 Hours Maximum |
| 11-19 years | 160 Hours Maximum |
| 20 + years | 200 Hours Maximum |
- (D) Accumulation of Vacation: Up to one (1) year's worth of annual vacation may be accumulated and carried into the next succeeding year.
- (E) Credit of Vacation: No employee shall be entitled to receive earned vacation until after ninety (90) days of service unless specifically authorized by the Department Head.
- (F) Payment for unused Vacation upon Termination of Employment: Upon termination, an employee may take the unused portion of his/her annual vacation or may request payment for the same, except that employee terminating employment before having been employed for a continuous period of six (6) months shall not be entitled to such payment. Vacation payments for unused vacation shall not exceed three hundred and twenty (320) hours. No payment for new vacation time will be made to any employee who is dismissed, though all earned time will be paid.

ARTICLE VI

Article VI: Holiday

- (A) Recognizing that the Fire Service does not necessarily follow a normal holiday schedule and that volunteers do not necessarily all follow the same holiday schedules, it is the policy of the Evesham Fire Department to provide pay in lieu of the normal Municipal holiday schedule. The following holidays will be considered fixed:
1. New Years Day
 2. Memorial day
 3. July 4th
 4. Labor Day
 5. Thanksgiving
 6. Thanksgiving Friday
 7. Christmas Day

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- (B) Until January 1, 2004, the four remaining holidays will be paid holidays but not time off and will be paid as part of the base salary. Effective January 1, 2004 two additional paid holidays (not fixed) shall be added to the schedule and paid as part of the base salary.

ARTICLE VII

Article VII: Leave of Absence

- (A) Leave of Absence without pay: The Department Head with the Board's approval may grant a request for leave of absence without pay for periods not to exceed one (1) year, when such leave is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue during said leave. Upon termination of leave of absence, the Board will reinstate the employee in the capacity in which he/she left at the rate of pay at which he/she left. During that period of absence, the employee shall not engage in gainful employment in any industry without the expressed written approval of the Board. Failure to comply with this provision shall result in termination of the employment and forfeiture of all benefits. (Forfeiture of benefits by such employment shall not apply to an employee desiring to attend school on a full-time basis).
- (B) Injury while on duty
- (1) Purpose: The parties desire to provide some measure of security for Firefighters injured while on duty, while foreclosing unlimited liability on the part of the board to pay salary benefits. In line with this objective, the parties have negotiated this clause, which fairly balances both concerns.
- (2) Provision: The parties agree to be conclusively bound by the determination of the Board's worker compensation insurance carrier or the Worker's Compensation Court (in a contested matter) with respect to whether an injury occurred while "in the course of employment" pursuant to N.J.S.A. 34:15-1 et seq. or "in the line of duty"; and for the purpose of this section, those terms shall be identical.
- (3) Board's duty to supplement pay: While any Firefighter is prevented from performing the duties of his/her work by reason of an injury while on duty and is receiving temporary workers compensation benefits, such employee shall also receive supplemental payments by the Evesham Fire Department equal to the difference between such benefits and the employee's regular rate of pay. Once begun, the Department's duty to sustain a Firefighter at his regular pay shall continue until terminated as hereinafter set forth.

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- (4) Termination of the Board's Duty to Supplement Pay: Board's duty to supplement an employee's workers compensation benefits or sustain an employee at regular pay shall terminate as a result of any of the following events:
- (a) Upon the employee's return to work.
 - (b) If an employee's temporary worker's compensation benefits are terminated and the employee refuses or maintains he/she is unable to return to work; the Board's duty to supplement pay may be terminated only after the Board's physician or his designee (who shall also be a licensed physician) conducts a hearing to determine the employee's fitness to return to work at which time the hearer shall give great weight to medical evidence presented. If the hearer determines the employee is fit to return to work, the Board's duty to supplement pay as aforesaid shall cease and the employee shall return to active Firefighting, notice of such determination shall be formally served by mail upon the employee (and if represented, his/her attorney) whereupon the Department's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.
 - (c) The determination of the hearer shall be conclusive and both parties agree that no right of appeal shall exist from such determination.
 - (d) If the employee or the Board files an application for disability pension by reason of the employee's inability to return to active Firefighting, the Department shall continue to supplement pay or sustain an employee at his/her regular pay until such application is determined or four months following such application, whichever event occurs first.
- (C) Personal Leave: The Department Head shall grant each full time employee who has been in the Department for at least six (6) months personal leave each year for the purpose of conducting personal business according to the following schedules:
- (1) During the first year of employment two (2) personal days: 20 hrs maximum.
 - (2) During the second year of employment and each year thereafter, three (3) personal days.
 - (3) Personal days do not accrue from year to year, nor are they payable upon separation.
- (D) Death Leave: An employee may be excused from work because of death in the immediate family for a period not to exceed four (4) working days. Death in the immediate family shall mean an employee's parents, grandparents, spouse, children, brother, sister, ward, spouse's parents, spouse's grandparents, brother-in-law and/or sister-in-law and spouse's relation as described above. One (1) day of funeral leave

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shall be granted for the death of any employee's niece, nephew, aunt, uncle, or cousin. Time off is intended to be used for the purposes of handling necessary arrangements and attendance at the funeral of the deceased member of the employee's immediate family.

ARTICLE VIII

Article VIII: Health and Welfare

- (A) The Board shall provide to each employee and his/her family the same level of benefits and coverages provided from time to time by the Township of Evesham to the employees of the Evesham Township Police Department, including:

Medical Insurance
Prescription Insurance
Dental Insurance
Group Life Insurance

The following for prescription co-pays shall apply:

Effective 7/1/2002 the co-pays shall be \$3.00 for generic drugs and \$5.00 for brand name drugs.

Effective 7/1/2003 the co-pays shall be \$5.00 for generic drugs and \$7.00 for brand name drugs.

Effective 7/1/2004 the co-pays shall be \$5.00 for generic drugs and \$10.00 for brand name drugs.

In the event that an employee of the Association is injured while on duty, the Board shall reimburse the employee as requested at a difference between the amount provided by medical insurance.

- (B) Upon retirement, each employee may, at his/her own expense, continue participation in the insurance program at the prevailing group rates.
- (C) Legal Defense: Any employee who is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties shall be entitled to reimbursement for legal representation. The Board will pay a reasonable amount for the services provided that selected counsel submit an itemized statement to the Board reflecting fees and cost prior to rendering such services and that the Board provides expressed authorization for the services. The Board shall not reimburse legal fees for any employee who is found guilty of an indictable offense.
- (D) Physical Fitness: Employees shall be scheduled one hour for physical fitness

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activities per day. This period shall be scheduled by management on a daily basis. Employees are encouraged to participate in their own program on Holidays and other off duty periods.

All employees shall participate in the physical fitness program.

ARTICLE IX

Article IX: Salaries

- (A) The attached salary guide (Appendix A) shall be effective as of March 1, 2000 until December 31, 2004
- (B) Call-in time: Any employee called in to work from off duty shall receive a minimum two (2) hours pay. Effective January 1, 2002, an employee called in shall receive a minimum of three (3) hour's pay at 1.5 times salary regardless of actual time spent on duty.

ARTICLE X

Article X: Sick Leave

- (A) All employees shall earn one hundred twenty (120) hours of paid sick leave. Employees retiring or resigning will be compensated one-half (1/2) of their accrued sick leave. Payment will not exceed four hundred eighty (480) hours. In the event of retirement, the member may retire 480 hours early in lieu of such 480 hours of pay. Employees terminating employment as a result of disciplinary action shall not be entitled to compensation associated with sick leave accumulated in the current calendar year, however, said employees will be entitled to compensation associated with sick leave (not to exceed 480 hours of pay) accumulated prior to January of the year of termination.
- (B) Sick leave may be taken for personal illness, family illness or quarantine.
- (C) After three (3) or more consecutive sick days, the Board may require a physician's note.
- (D) Other employment during regular scheduled hours while on sick leave may be subject to dismissal.
- (E) In exceptional cases, an employee with more than one (1) years service may be advanced up to one-hundred twenty (120) hours of unearned paid sick leave upon recommendation of the Department Head and the approval of the Board.
- (F) Employees, with approval of the Board, may transfer unused sick leave to another

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employee within the department. Such approval shall not be unreasonably withheld by the Board.

- (G) To the extent required by law, the Board shall comply with the Federal and State Family Leave Acts.

ARTICLE XI

Article XI: Training and Certification

(A) TUITION AID

- (1) Tuition Aid will be provided to encourage employees to develop themselves through academic courses that may prepare them for advancement within the department. As such reimbursement will be limited to approved courses that clearly prepare or advance the employees knowledge in the Emergency Services Field.
- (2) In order to be eligible for reimbursement all courses must be submitted in advance to the Department Head and forwarded to the Board.
- (3) The cost covered by this program is tuition, registration fees, laboratory fees, and books. Verification of costs must accompany the "Application for Tuition Refund".
- (4) Upon successful completion of an approved course under this plan, an employee will be reimbursed for the amount approved under the following schedule:

Grade	% of Cost
A	100%
B	90%
C	80%

The maximum amount reimbursed under the plan is \$2,750 annually.

- (5) Employees who receive scholarships, federal or state funds, or Veteran's benefits toward education are not eligible to participate in this plan while a beneficiary of those outside funds to the extent not covered by the plan.

(B) CERTIFICATION AND LICENSING

- (1) Management shall make every attempt to provide continuing education necessary for the maintenance of the Uniform Fire Safety Code, Uniform Construction Code, Emergency Medical Technician "D" and such other training as may be required to function as a Firefighter/EMT/Inspector within the Evesham Fire Department.
- (2) Employees are responsible to obtain and forward certifications and licensing documentation

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to the Training Officer in a timely fashion and to maintain such certifications at all times.

- (3) Loss of any certification or license required to perform as a Firefighter/Inspector will result in immediate reduction in rank.
- (4) Employees who have not attended required continuing education opportunities offered while on duty may be required to attend such classes on their own at no cost to the Board.

ARTICLE XII

Article XII: Grievance Procedure

- (A) Grievances shall be instituted at the lowest possible level to secure equitable relief or solutions to grievances or complaints by an employee. The following procedure shall generally apply to the grievant.
 - (1) First, discuss the matter with his/her immediate supervisor.
 - (2) Second, if necessary, discuss the matter with the Department Head.
 - (3) Third, if necessary, discuss the matter with the Board.
- (B) The Board's decision shall be final except for matters submitted to arbitration in accordance with Section F. herof.
- (C) Definitions.
 - (1) Grievances: Any controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the terms and conditions of employees covered under this agreement which may be raised by an individual, the Association, at the request and on behalf of an individual or group of individuals, or the Board.
 - (2) Grievance committee: For the purpose of this agreement, "grievance committee" shall mean that group of employees of the Association duly appointed by the Association to review employee's grievances.
 - (3) Department Head: For the purpose of this agreement, "Department Head" shall mean the Fire Chief or the Fire Marshal as appropriate.
- (D) Determination by Department Head
 - (1) Referral to the Department Head: If the grievance is not settled by the immediate Supervisor to the employee's satisfaction within seven (7) calendar days and such grievance concerns the interpretation, application, or alleged violation of this

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contract only, the aggrieved party may make written request within five (5) calendar days to the Department Head for review.

- (2) Decision by Department Head: The Department Head shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the Association and the complainant.

(E) Determination by Board of Fire Commissioners

- (1) Appeal to Board: In the event the aggrieved party be unsatisfied with the determination by the Department Head, the complainant or the Association may serve a copy of the original complaint upon the Board of Fire Commissioners within five (5) days of the decision of the Department Head.
- (2) Decision by the Board: The Board of Fire Commissioners shall render a written copy of their decision to both the Association and the complainant within ten (10) working days of receipt of the complaint.

(F) Determination by Arbitration

- (1) Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Board or in the opinion of the Association, the grievance is meritorious, then the aggrieved party or the Association may request arbitration within ten (10) calendar days of receipt of the Boards determined action through the offices of the Public Employee's Relations Commission.
- (2) Choice of Arbitrator: Upon receipt of the list of arbitrators from the Public Employee's Relations Commission, the Association and the Board shall mutually agree on the selection of an arbitrator.
- (3) Cost of Arbitration
 - (a) In the event the aggrieved party is a member of the Association at the time of the occurrence of the action complained of, the costs of the arbitration shall be shared equally by the Board and the Association.
 - (b) In the event the aggrieved party not be an Association member at the time of the occurrence of the action complained of, then the Association shall bear no responsibility for arbitration cost and the grievant shall pay half the costs.
 - (c) Any other expenses incurred by the parties shall be the respective party's responsibility.

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- (d) In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking any merit or sufficiency so as to be deemed frivolous, the arbitrator may in his sole discretion assess reasonable counsel fees to costs upon said party.

(4) Effect of Arbitration:

The decision of the arbitrator shall be binding upon both parties.

- (5) Such decision of the arbitrator shall be rendered within 30 days of the hearing.

ARTICLE XIII

Article XIII: Acting Out of Title

Any employee, i.e., Firefighter or Firefighter/Inspector working in the capacity as a supervisor as ordered by a superior shall be paid at the rate of \$25.00 per shift after serving for four (4) hours during the shift. This policy will be offered to on-duty personnel on a rotating seniority basis. Effective January 1, 2002, this rate shall increase to \$30.00 per shift.

ARTICLE XIV

Article XIV: Agency Shop Clause

All employees (full or part-time) of the District who may be listed by the Association, for membership and are not members of the Association, however, directly benefit by any or all the terms of this agreement, will be responsible for payment of fees to the local. These employees are covered by the agency shop clause, N.J.S.A. 34:13a-5.5, Chapter 7, PL of 1979 and fall within this clause. The Board will be responsible for collecting dues for these employees. The Association will advise the Board of the amount to collect which will not exceed eighty-five (85%) percent of the regular membership dues, fees and adjustments normally paid by members.

ARTICLE XV

Article XV: Fully Bargained Provision

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or

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both of the parties at the time they negotiated or signed this Agreement. Renegotiation may commence only upon the written consent of both parties hereto.

ARTICLE XVI

XVI. Maintenance of Benefits

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees identified under Article I – Recognition shall continue to be applicable during the term of this Agreement. Nothing within this Agreement shall be interpreted or applied so as to reduce, eliminate or otherwise detract from any contractual benefit in existence prior to the effective date.
- C. The Board shall not negotiate with any other organization other than I.A.F.F. Local 3091 for the duration of this agreement.

ARTICLE XVII

XVII. Miscellaneous

- A. The Board shall reimburse employees at the prevailing IRS rate for mileage outside of the Township affiliated with District business as directed and approved by the Chief.
- B. The Association shall be provided with a bulletin board with a minimum size of 2' X 3' for Association use.
- C. Employees shall be permitted to utilize the washing machine for the purpose of washing duty uniforms subject to availability and the established policy (established February 27, 2002) incorporated herein by reference.
- D. The light duty policy for career employees (SOP 101.27, May 17, 1999 edition) shall be incorporated herein by reference, subject to the specific agreement that assignments or decisions made after the initial six (6) month period of light duty are final and not subject to the grievance procedure.
- E. Seniority of employees shall be determined by length of continuous and uninterrupted service with the Board. For employees hired on the same date, the Board will assign a numeral rank that will determine seniority.

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- F. Effective July 1, 2002 there shall be an equipment/clothing allowance in the amount of \$175.00 per year. Effective July 1, 2003 the allowance shall be increased to \$200.00 per year. Effective July 1, 2004 the allowance shall be increased to \$225.00 per year. This allowance shall be paid in a lump sum payment in the pay period immediately after July 1st of each year.

ARTICLE XVIII

Article XVIII: Terms and Renewal

- (A) This Agreement shall be in full force and effect as of March 1, 2000 and shall remain in effect up to and including December 31, 2004, but nothing herein shall be deemed to terminate the provisions of the Agreement prior to the parties hereto executing a new Agreement at the expiration date hereof.
- (B) The terms and conditions contained herein shall be given retroactive effect, as though the Agreement were commenced on March 1, 2000.
- (C) The above parties shall commence contract negotiation one hundred twenty (120) days prior to termination of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on the day and year first above written.

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION
I.A.F.F. LOCAL 3091

By: Robert A. Ling - PRESIDENT

Attest: Ben J. Kunkel

Attest: _____

BOARD OF FIRE COMMISSIONERS
EVESHAM FIRE DISTRICT NO. 1

By: Christy Omary

Attest: Karen Jensen

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Year	Base	Longevity	Holidays	44 Hour	42 Hour	40 Hour	O T Rate
1	32,797.31	15,768	630.72	33,428.03	14,610	16,071	24,107
2	34,726.56	16,695	667.82	35,394.38	15,470	17,017	25,525
3	36,655.82	17,623	704.92	37,360.74	16,329	17,962	26,943
4	39,438.31	18,961	758.43	40,196.74	17,569	19,325	28,988
5	42,021.70	20,203	808.11	42,829.81	18,719	20,591	30,867
6	44,699.90	21,490	859.61	45,559.51	19,912	21,904	32,855
7	47,235.90	22,710	908.38	48,144.28	21,042	23,146	34,719
8	49,843.00	23,963	958.52	50,801.52	22,203	24,424	36,636
9	54,109.16	26,014	1,040.56	55,149.72	24,104	26,514	39,771
10	59,062.66	28,396	1,155.05	61,217.71	26,756 *	29,432	44,147
16	59,062.66	28,396	1,159.86	61,472.52	26,867 **	29,554	44,331
Firefighter/EMT/Inspector (40 Hour Week)							
Base		Longevity	Holidays	44 Hour	42 Hour	40 Hour	O T Rate
1	36,441.46	17,520	700.80	37,142.26	16,234	17,857	0.000
2	38,585.07	18,551	742.02	39,327.00	17,168	18,907	26,785
3	40,728.69	19,581	783.24	41,511.83	18,143	19,958	28,361
4	43,820.34	21,067	842.70	44,663.04	19,521	21,473	29,936
5	46,690.78	22,447	897.90	47,588.68	20,799	22,879	32,208
6	49,666.56	23,878	955.13	50,621.69	22,125	24,337	34,319
7	52,484.34	25,233	1,006.31	53,493.65	23,380	25,718	36,506
8	55,381.11	26,626	1,065.02	56,446.13	24,671	27,138	38,577
9	60,121.29	28,904	1,156.18	61,277.47	26,782	29,460	40,706
10	65,625.17	31,551	1,261.25	67,906.42	29,679 *	32,847 *	44,190
16	65,625.17	31,551	1,266.06	68,161.23	29,791 **	32,770 **	48,971 *
							40,155
		* Longevity after nine years		Holidays=	40		
		** Longevity after fifteen years		44 Hours=	2288		
		Eliminates Step 1		42 Hours=	2184		
				40 Hours=	2080		
							4/26/02

SalGde02A

2/18/20



EVESHAM FIRE-RESCUE

MEMORANDUM

TO: Brian Kennedy, Shop Stewart
FROM: Commissioner O'Malley
DATE: May 15, 2002
SUBJECT: Contract

This memorandum is to confirm our telephone conversation of last evening. Be advised that the Board's position relative to the inclusion of the Light Duty SOP and the Washing Machine Policy is as follows:

1. The Board has agreed to include reference to the two documents (which are already in effect).
2. By referencing said policy and SOP, the Board is contractually bound by the terms of both documents, however, we will not attach these documents to the collective bargaining agreement.
3. The Board is willing to assign an agreed upon number to the Washing Machine Policy (such as 2002-01), so that your members can be assured that the policy will not be changed.

I hope this allows for the conclusion of our discussion.

EOM/kg

A handwritten signature in dark ink, appearing to be "EOM", is written over the typed name "EOM/kg".

c: Board of Fire Commissioners

The following shall serve as a memorialization of the agreement between Evesham Fire District No.1 and the I.A.F.F. Local 3091. The following items are the changes to the current collective bargaining agreement and this document will be attached to the end of the document. The effective date of this document is January 1, 2003, and everything in the current collective bargaining agreement shall remain in effect unless specifically changed by the following.

Item number 1: Article IV (B), the last sentence of the first paragraph currently reads, "This rotation is effective for all divisions and bureaus within the Evesham Fire Department." The Association and Board agree that this sentence is to be replaced with the following three sentences, "This rotation will be distributed by the use of one list for each division. If overtime is deemed necessary, each division will draw from its own respective list on a rotating seniority basis. In the event a division exhausts its list of eligible candidates, overtime will be offered to first individual on top of the other division's list. If an employee were to transfer from one division to another within a calendar year, the employee will maintain all seniority with regard to overtime eligibility."

Item number 2: Article V (B) will include the provision for a total of two vacation lists. There will be one list for each division (Fire Division and Prevention Division). One division's ability to grant Leave Time will have no effect on the other division's ability to grant Leave Time.

Item number 3: Article IV (C) presently reads, "Shift differential will be paid at the following rate: Seven percent (7%) for hours worked from 1800 hours to 0700 hours Monday thru Friday and for any time worked on the weekend." The agreed change is as follows: "Shift differential will be paid at the following rate: Seven percent (7%) for hours worked from 1800 hours to 0500 hours Monday thru Friday and for any time worked on a weekend. A stipend for the early shift will be paid in the first pay period in January of each year. Payment will be a lump sum in the amount of \$200.00 to all employees covered under this agreement."

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on the day and year first above written.

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION
I.A.F.F. LOCAL 3091.

By: 

Attest: 

BOARD OF FIRE COMMISSIONERS
EVESHAM FIRE DISTRICT NO.1

By: 

Attest: 